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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### OIL AND GAS LEASE

This **OIL AND GAS LEASE** (the "Lease") is made and entered into effective the 6<sup>th</sup> day of JANUARY, 2010 (the "Effective Date"), by and between TSI Properties, LP, a Texas limited partnership (as "**Lessor**") the address of whom is 1715 North Peyco Drive, Arlington, Texas 76001, and Dale Property Services, LLC, a Texas limited liability company (as "**Lessee**"), the address of which is 2100 Ross Avenue, Suite 1870, Dallas, Texas 75201. Lessor and Lessee are sometimes collectively referred to herein as the "parties."

### **I. DEFINITIONS**

The following terms shall have the meanings set forth below when used in this Lease:

(a) "**oil and gas**" - oil, gas, casing head gas, and the by-products thereof, and such other hydrocarbon substances, sulphur and other substances as are necessarily produced with, and incidental to, the production of oil and gas from wells on the Leased Premises or lands pooled therewith.

(b) "**commencement of drilling**" of a well - the drilling of a well shall be deemed to have commenced when a drilling rig and machinery capable of drilling to a depth sufficient to test a prospective oil or gas horizon for such well have been erected on the well location.

(c) "**completed well**" a dry hole; or a well drilled to such depth that oil or gas is not likely to be encountered at greater depths; or a well drilled to that reasonable depth at which the existence of oil or gas is usually proved or disproved in the locality.

(d) "**completion date**" of a well shall mean the completion date of non-producing wells or a completed well shall be the date of final plugging and abandonment, and the completion date of producing wells shall be the date the well is physically completed and capable of production, including the completion of the potential test and all other tests required by the Railroad Commission of Texas or its successor regulatory agency; provided, the completion date shall never be more than sixty (60) days following release of the drilling rig in the case of a dry hole, or release of the completion rig, in the case of a completed well.

(e) "**net proceeds**" shall mean the amount of money actually obtained by Lessee in an actual sale of oil or gas hereunder (including casing head gas, other gaseous substances, and all gas from gas wells, produced and saved from the Leased Premises or produced from Said Land and used by Lessee in its operations under this Lease), exclusive of any and all costs, including, but not limited to costs of exploring, testing, drilling, producing, compressing gas and transporting it off the Leased Premises, and marketing oil and gas.

(f) "**market enhancement**" It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, notwithstanding anything contained herein to the contrary, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted to the extent of Lessor's 25% royalty interest share of production, proportionately reduced, so long as they are based on Lessee's actual out-of-pocket cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee.

(g) "**Retained Tract**" shall mean the acreage included within a proration unit surrounding any well that is then producing in paying quantities or deemed to be producing in paying quantities by virtue of payment of shut-in royalties.

(h) Other definitions are contained in the body of this Lease.

### **II. LEASED PREMISES**

Lessor, in consideration of the royalties herein provided, and the covenants, agreements and obligations of Lessee herein contained, and subject to the conditions and limitations hereinafter set forth, hereby leases and lets exclusively unto Lessee, for the purpose of exploring, drilling for, producing and marketing oil and gas only (and not any other minerals) under the land in Tarrant County, Texas, as described in Exhibit "A" attached hereto and incorporated herein by reference (and referred to herein as either "Said Land," the "Property," or the "Leased Premises"). Lessor expressly reserves and retains unto itself, its successors and assigns, any and all rights not expressly granted to Lessee herein. Lessor and Lessee hereby acknowledge and agree that this Lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith, including sulphur), and that all minerals other than oil and gas are excepted herefrom and reserved to

Lessor. Included among the minerals reserved to Lessor and excluded from this Lease are coal, uranium and lignite. Notwithstanding anything herein contained to the contrary, Lessor and Lessee hereby acknowledge and agree that Lessee, its successors and assigns, shall not enter upon nor use the Leased Premises for conducting any surface (except for seismic activities) or drilling operations hereunder. Any production from the Leased Premises shall be by way of pooling as provided herein or by directional drilling from a surface location on other lands and bottomed under the Leased Premises.

### III. TERM & PAYMENT OF LEASING FEE

This Lease shall be in force and effect for a "Term" of three (3) years from the Effective Date, and subject to the other provisions of this Lease, for as long thereafter as oil or gas is produced in paying quantities from the Leased Premises or from lands pooled therewith, or for so long as this Lease is otherwise maintained in effect pursuant to its terms. Contemporaneously upon execution of this Lease, Lessee shall pay to Lessor, as a lease fee and not as a royalty, an amount equal to \$8,890.10, which shall constitute consideration for the rights granted to Lessee hereunder. Lessor expressly reserves and retains unto itself, its successors and assigns, any and all rights not expressly granted to Lessee herein.

### IV. ROYALTIES

The royalties to be paid to Lessor by Lessee are:

(a) *Oil Royalty.* On oil, which shall include condensate and all other hydrocarbons produced and separated in the liquid phase while in Lessee's possession, twenty-five percent (25%) of that produced and saved from Said Land, the same to be delivered to Lessor free of cost at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; provided, unless Lessor has made arrangements to market its royalty oil, Lessee shall purchase any royalty oil in its possession, paying the market value therefor prevailing for the field where produced on the date of purchase, in no event less than the price received by Lessee for the sale of its oil. If such sale by Lessee is made in an arms-length sale and to a non-affiliated party, the price received by Lessee for the sale of its own oil will be deemed the market value for royalty purposes. The market price for oil and other liquid hydrocarbons shall include all premiums or bonuses in addition to "posted prices" received by Lessee, or any affiliate of Lessee, upon the sale thereof. As used herein, the term "affiliate" shall mean: (i) a corporation, joint venture, partnership or other entity that owns more than ten percent of the outstanding voting interest of Lessee or in which Lessee owns more than ten percent of the outstanding voting interest of Lessee or in which Lessee owns more than then percent of the outstanding voting interest, or (iii) a corporation, joint venture, partnership or other entity in which, together with Lessee, more than ten percent of the outstanding voting interests of both Lessee and the other corporation, joint venture, partnership or other entity is owned or controlled by the same person or group of persons.

(b) *Gas Royalty.* On gas, including casing head gas, other gaseous substances, and all gas from gas wells, produced and saved from the Leased Premises or produced from Said Land and used by Lessee in its operations under this Lease, the same to be delivered and accounted for to Lessor as hereinafter stated:

(i) As to all gas sold by Lessee to an unaffiliated entity in an arms-length, competitively negotiated sale of such gas, the royalties payable to Lessor for such gas, produced and saved from the Leased Premises, and sold on or off the Leased Premises, shall be twenty-five percent (25%) of the Net Proceeds realized by Lessee from the sale thereof. Lessee shall provide Lessor with a copy of any gas contract entered into between Lessee and such unaffiliated entity for gas sold from the Leased Premises within five (5) days after execution of such contract, and Lessor shall not disclose the terms of such contract to any party without the prior written consent of Lessee. The price paid for Lessor's share of all gas shall never be less than or more than the amount received by Lessee in connection with the sale, use or disposition of such gas.

(ii) For all other sales of gas from the Leased Premises, produced and saved from the Leased Premises and sold on or off the Leased Premises, the royalties payable to Lessor shall be twenty-five percent (25%) of the Net Proceeds received by Lessee from the purchaser provided, however, the value of Lessor's royalty gas shall be determined through the use of market value index prices for the month of production as set forth in Published Indices, plus any applicable premiums. For purposes of this Lease, "Published Indices" must be industry recognized published price references, unaffiliated with Lessee, which reflect the market value for natural gas produced in Tarrant County, Texas. If no indices are published for gas produced in Tarrant County, then indices for Johnson County shall be used, if available, and if not, indices for Cooke County shall be used, if available, and if not, indices for Denton County shall be used. If no Published Indices list prices for gas produced in Tarrant, Johnson, Cooke or Denton counties, then Published Indices for prices at the Houston Ship Channel shall be used, with an appropriate deduction for the cost of transmission of the gas through common carrier transmission lines from the field to the Houston Ship Channel. Examples of such publications include Natural Gas Week, Inside F.E.R.C.'s Gas Market Report and Natural Gas Intelligence Gas Price Index and other current or future publication satisfying the Published Indices criteria. The value of Lessor's royalty gas shall be based on one specific index or an average of two or more indices, as Lessee and Lessor shall agree best represents the market value of the gas produced from the Lease. The Published Indices relied upon to

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determine the value of Lessor's gas may be changed from time to time in order to always reflect the true market value of the gas produced from the Leased Premises.

(iii) Lessor's gas royalty shall include Lessor's twenty-five percent (25%) of all distillate and natural gasoline and all other liquefiable hydrocarbons extracted by or for Lessee from gas produced from the Leased Premises, by any method.

(iv) Lessee shall compensate Lessor for its royalty share of any oil or gas produced from the Leased Premises which is used in connection with Lessee's operations under this Lease.

(v) Lessor's twenty-five percent (25%) royalty share on gas will be paid on any consideration paid to Lessee under any gas sales contract including, but not limited to, take-or-pay payments and payments received in connection with any gas contract termination or modification.

(c) *Sulphur*. For all sales of sulphur recovered from sour gas produced and saved from the Leased Premises and sold on or off the Leased Premises, the royalties payable to Lessor shall be the greater of \$5.00 per long ton or twenty-five percent (25%) of the price received by Lessee from a sale by the Lessee to a non-affiliated third party in an arms-length transaction. All sales any other sulphur from the Leased Premises shall be treated as the sale of gas hereinabove.

(d) *Royalty Payments*. All royalty payments shall be due within ninety (90) days following the first commercial sale of production in the case of an oil well, or within ninety (90) days following the last day of the first month of production after the pipeline connection, in the case of a gas well, and thereafter, monthly. All payments due hereunder shall be sent to Lessor at the address below, or such place as Lessor may designate from time to time. Lessee shall make each payment due hereunder when due, without prior notice, demand, deduction or offset. Should Lessee fail to pay such royalty within such time, then Lessee shall be obligated to pay, and shall pay, to Lessor interest on said accrued royalties at the rate of the lesser of the maximum rate permitted by law, or one and one-half percent (1-1/2 %) per month, from the due date until the date of payment. If Lessee fails to comply with the provisions of this paragraph, then Lessor shall, at its option, have the right to cancel this Lease by filing an affidavit of record in Tarrant County; however, Lessor shall give written notice of such intention to Lessee and Lessee shall then have thirty (30) days in which to comply with the provisions of this paragraph. Should Lessee pay Lessor all royalty payments past due during any period with accrued interest, this Lease shall not be cancelled under the terms of this paragraph. The rights of Lessor under this paragraph shall be in addition to, and not in lieu of, all rights Lessor may have as to payment of royalty under Texas law, including, without limitation, V.T.C.A. NATURAL RESOURCES CODE §§ 91.401 through 91.405. Acceptance by Lessor of any royalties that are past due will not act as a waiver or estoppel of its right to receive interest due thereon or any of its other rights herein unless Lessor expressly so provides in writing signed by Lessor.

(e) Lessor, at Lessor's sole expense, and on a quarterly basis, shall have the right to audit Lessee's books and records, during Lessee's normal office hours and with 5 days notice to Lessee, to confirm the accuracy of royalty payments made under this Lease. If the audit reveals any underpayment, Lessor, or its accountant, shall state the details of its findings in writing and deliver it to the Lessee, and Lessee shall pay to Lessor the amount of such underpayment within thirty (30) days.

#### V. CONTINUOUS OPERATIONS; PARTIAL TERMINATION

(a) At the later to occur of the expiration of the Term or at the end of the extended period provided in subpart (c) below, this Lease shall terminate as to all of the Leased Premises SAVE and EXCEPT as to all depths below the stratigraphic equivalent of the base of the deepest producing (in paying quantities) formation on all lands included in any pooled unit created under the authority granted herein. Further, at the expiration of the later to occur of one (1) year after the expiration of the Term or one (1) year after the extended period provided in subpart (c) below, Lessee shall release all rights under each such Retained Tract(s) more than 100' below the stratigraphic equivalent of the then deepest producing formation. On each occasion that a well is (i) recompleted at a shallower depth and/or (ii) recompleted as an oil well after previously having been completed as a gas well, the acreage and depths which may be retained around such well shall be adjusted according to the formula set forth above. The Lease will be treated as a separate Lease with respect to each Retained Tract and will continue so long as production in paying quantities continues from the Retained Tract. In the event the Railroad Commission of Texas (or other governmental authority having jurisdiction) requires, as opposed to permits, the allocation of larger or smaller tracts of land to any such producing well in order to obtain the maximum production allowable, then this Lease shall continue in force and effect as to the amount of acreage surrounding each well required to obtain such full allocation.

(b) Lessee shall, at its expense, within thirty (30) days after the partial expiration of this Lease for any reason as provided herein, file of record in the Office of the County Clerk where Said Lands are located, an instrument releasing this Lease insofar as this Lease has terminated, specifically describing the Retained Tracts surrounding each producing well and the depth retained by Lessee; provided, however, that if Lessee shall fail to timely file such release(s), then Lessor shall have the right, but not the obligation, to file such release(s), which release(s) shall be binding upon Lessee. Lessee shall, prior to recording such release, deliver to Lessor a plat depicting the location of each Retained Tract along with the log of each well within a retained tract and proof of the depth to Lessee to be retained within each tract. Each such Retained Tract shall be as nearly in the

form of a square (for vertical wells) and a rectangle (for Horizontal Wells) as is possible and otherwise agreeable to Lessor (whose consent shall not be unreasonably withheld) so that such Retained Tract(s) provide Lessor with the maximum acreage available for oil and gas development for land not included in a Retained Tract, with the well located thereon being sufficient distance from the boundary lines of such retained tract as to comply with the rules and regulations of the Railroad Commission of Texas and shall conform, as nearly as practicable, with the Lease lines.

(c) If at the end of the Term, Lessee is then engaged in the actual drilling of a well in search of oil or gas from the Leased Premises, then this Lease shall not terminate until such time as the Lessee has been allowed a period of ninety (90) consecutive days between the completion date on a well and the commencement of drilling on a subsequent well on the Leased Premises. As used in this Lease, the commencement of actual drilling means the penetration of the surface with a drilling rig capable of drilling to the anticipated total depth of the well. After a well is commenced, drilling operations must continue with diligence and in a good and workmanlike manner in a good-faith effort to reach the anticipated total depth with no cessation of operations for more than 90 consecutive days. For the purpose of this Lease, the term "operations" means operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search of or in endeavor to obtain production of oil or gas.

(d) At such times as a partial termination of this Lease occurs under the provisions of this Article V, each Retained Tract shall be considered as a separately leased tract, in the same manner as if Lessor has executed separate leases covering each such Retained Tract.

(e) The size of Retained Tracts hereunder shall not be construed as an agreement or stipulation on the part of Lessor that such drilling constitutes reasonable development of the Leased Premises. Lessee agrees to drill such additional well or wells to produce oil or gas in paying quantities from each Retained Tract, (or such portion or portions thereof as may be in force and effect from time to time) as may be necessary to reasonably develop the same for the production of oil and/or gas.

(f) If at any time production in paying quantities should cease from a Retained Tract hereunder, this Lease shall not terminate as to the portion of the Leased Premises then included within such Retained Tract if drilling or reworking operations are commenced to produce oil or gas in paying quantities from such Retained Tract within ninety (90) days after such cessation of production; and if such drilling or reworking operations are so commenced, this Lease will remain in effect as to the lands then included within such Retained Tract for as long as such drilling or reworking operations continue with no cessation of more than ninety (90) consecutive days, and if production of oil or gas in paying quantities is restored from such Retained Tract, for as long as production continues in paying quantities. As used herein, the term "rework" or "reworking" (or any derivative thereof) shall mean all physical operations at the hole site designed to secure, restore or improve production through some use of a hole previously drilled, including, but not limited to, mechanical or chemical treatment of any horizon, deepening to test deeper strata, plugging back to test higher strata, etc.

## VI. [INTENTIONALLY OMITTED]

## VII. PARTIAL RELEASE

Lessee may at any time or times execute and deliver to Lessor and place of record a release or releases of this Lease as to any part of the Leased Premises, or of any subsurface intervals or depths under any part thereof, and thereby be relieved of all obligations thereafter accruing as to the released land or depths.

## VIII. ASSIGNMENT

The rights of either party hereunder may be transferred or assigned, in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns. No assignment or transfer (as described below) of this Lease, or any interest herein which assigns the right to operate on the Leased Premises may be made without the prior written approval of the Lessor, with the exception of any assignment made to officers, directors, and or subsidiaries of Lessee. No change or division in ownership of the land, rentals or royalties, however accomplished, shall serve to enlarge the obligations or diminish the rights of Lessee, and no change or division in such ownership shall be binding on Lessee until Lessee has received a true and correct copy of recorded instrument or instruments evidencing same. As used herein, the term "transfer" shall also include: (1) the assignment, transfer, or encumbrance if this Lease or any estate or interest herein, whether directly or by operation of law, (2) any other entity or affiliate becoming the Lessee hereunder by merger, consolidation, or other reorganization, (3) the transfer of an ownership interest in Lessee so as to result in a change in the current control of Lessee, (4) the grant any license, concession, or other right of occupancy of any portion of the Leased Premises, or (5) the use of the Leased Premises by any parties other than Lessee.

## IX. NO WARRANTY OF TITLE/PROPORTIONATE REDUCTION

**THIS LEASE IS MADE AND ENTERED INTO WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF TITLE BY, OR RECOURSE UPON, LESSOR WHATSOEVER, NOT EVEN FOR THE CONSIDERATION PAID HEREFOR OR HEREUNDER.** By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to

satisfy itself as to the title to the Leased Premises, and Lessee assumes all risk of title failures. This provision shall supersede any provisions to the contrary in any bank draft given by Lessee in payment therefor. Lessor agrees, however, that unless it is diligently contesting such tax, mortgage or other lien, that Lessee, at Lessee's option, may discharge any tax, mortgage or other lien or liens upon any interest or interests leased hereby, and in the event Lessee does so, Lessee shall be subrogated to such lien with the right to apply royalties, shut-in gas well royalties and other payments accruing hereunder to the interest or interests against which any such lien applies, toward satisfying same. It is further agreed that if this Lease covers a less interest in the oil and gas in all or any part of the Leased Premises than the entire undivided fee simple estate, then the royalties, delay rental, and other monies accruing from any part as to which this Lease covers less than such full interest shall be paid only in the proportion which the interest therein covered by this Lease bears to the whole and undivided fee simple estate therein.

#### **X. FORCE MAJEURE**

Should Lessee be prevented from complying with any express or implied covenant of this Lease, other than the payment of money, or from conducting drilling or reworking operations thereon or from producing oil or gas or other hydrocarbons therefrom, by reason of any fire, flood or other act of God, or any federal or state law or any order, rule or regulation of a governmental authority, or any similar event beyond the reasonable control of Lessee, then while so prevented, and if Lessee shall provide notice to Lessor promptly following the occurrence of any such force majeure event, then Lessee's obligations to comply with such covenant shall be suspended while so prevented, and Lessee shall not be liable in damages for failure to comply therewith, and this Lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on, or from producing oil or gas or other hydrocarbons from the Leased Premises; and the time while Lessee is so prevented shall not be counted against the Lessee, anything in this Lease to the contrary notwithstanding. Lessee shall take all reasonable actions to remove or end any cause of force majeure as soon as reasonably possible. In the event such force majeure event shall continue for more than one (1) consecutive year, then at Lessor's option, this Lease may be cancelled by providing five (5) days' notice thereof to Lessee without any liability to Lessor therefor.

#### **XI. POOLING**

Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this Lease with any other contiguous land, lease, or leases, as to any minerals or horizons, so as to establish units containing not more than: (i) forty (40) acres for each well other than a Horizontal Well; (ii) no more than forty (40) acres plus the minimum acreage permitted by the "Additional Acreage Assignment" based upon "Horizontal Drainhole Displacement" for completed Horizontal Wells as provided in current Texas Railroad Commission Statewide Rule 86, calculated under the table for fields with a density rule greater than forty (40) acres. For purposes of this Lease, a Horizontal Well shall be defined as an oil or gas well in which the horizontal displacement of the gross completion interval exceeds the minimum distance described by Texas Railroad Commission Statewide Rule 86. In the event the Railroad Commission of Texas (or other governmental authority having jurisdiction) requires, as opposed to permits, larger units in order to obtain the maximum production allowable, then the foregoing unit limitations may be enlarged only to the extent to obtain such full allocation. No pool shall be created unless required by law or unless it shall reasonably appear that the pool is necessary or advisable in order properly to develop and operate this Lease and to promote the conservation of oil and gas or condensate in and under the leasehold premises. In the event that Lessee is drilling adjacent, nearby, or contiguous tracts (collectively, "Other Tracts"), and Lessee has the right to pool the Other Tracts as well as the Leased Premises (or any part thereof), then Lessee shall pool as much of the Leased Premises as is permitted herein and under applicable law with such Other Tracts, and Lessor shall be entitled to receive royalties, as set forth herein, for any oil and/or gas pooled. Lessee shall file for record in the appropriate records of the County in which the Leased Premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective. No part of the Leased Premises included in any unit may be removed therefrom without Lessor's prior written consent. If Lessee desires to remove part of the Leased Premises from a particular unit, Lessee must request Lessor's written consent by certified mail. If Lessor does not respond within sixty (60) days of receipt of Lessee's request for consent, consent from Lessor to Lessee shall be deemed to have been given. If operations are being conducted for drilling on or production of oil or gas from any part of a properly pooled unit which includes a portion of the Leased Premises, such operations or production shall be considered as operations for drilling on or production of oil and gas from that portion of the Leased Premises which is included in such pooled unit whether or not the well or wells are located on the Leased Premises. For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and gas from any pooled unit, there shall be allocated to that portion of the Leased Premises included in said unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) that pro rata portion of the oil and gas produced from the pooled unit which the number of mineral acres of the Leased Premises included in the pooled unit bears to the total number of acres included in the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the pooled unit (or to each separate tract within the unit) that pro rata portion of all of the oil and gas, or either of them, produced from the pooled unit which the number of mineral acres covered by this Lease (or in

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such separate tract) and included in the pooled unit bears to the total number of acres in the pooled unit. Pooling hereunder shall not constitute a cross-conveyance of interests. In the event this Lease, or any part thereof, covers separate tracts, no communitization of royalty interests as between any such tracts is intended or shall result from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right and authority to pool or unitize the lease premises as provided in the pooling or other such provisions contained in this Lease. As used in this paragraph, the term "separate tract" means any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Leased Premises. Notwithstanding anything to the contrary herein contained, drilling operations on or production from a pooled unit or units established under the provisions hereof or otherwise embracing land covered hereby and other land shall maintain this Lease in force only as to land included in such unit or units. On the pooling of less than all of the Leased Premises, this Lease shall be severed and shall be considered as separate and distinct leases on separately pooled acreage and on unpooled acreage, as the case may be, and the term of this Lease and all the rights and obligations of Lessee under this Lease shall apply separately to separately pooled acreage and to unpooled acreage under this Lease. Any part of the Leased Premises not pooled into an operating unit shall be and remain subject to the terms and conditions of this Lease unaffected by the pooling of any other part or parts of the Leased Premises or by operations in any such operating unit. During the Term of this Lease, Lessee hereby agrees that drilling or reworking operations on or production from any pooled unit or units embracing acreage covered by this Lease shall not abate the annual delay rentals which may become due and payable as to any acreage then subject to this Lease and not included in the pooled unit. Notwithstanding anything contained herein to the contrary, if any portion of the Leased Premises is pooled, then all of the acreage covered by this Lease shall be included within the same pooled unit.

## XII. INDEMNITY

Lessee, its successors and assigns, hereby agree to release, defend, indemnify, and hold harmless Lessor, its partners, directors, officers, affiliates, guests, invitees, and any of their respective heirs, successors, contractors, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to property or persons (including, without limitation, claims involving environmental laws and regulations, personal injury and death or any increases in ad valorem taxes due by Licensor as a result of Licensee's activities on the Licensed Premises), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs), which may grow out of, arise from, or in any manner be connected with the activities of Lessee and Lessee's agents, invitees, guests, contractors, servants and employees, whether acting within the scope of their employment or not, and whether negligent or not, on the Leased Premises, or any adjacent/nearby property(ies) or in connection with this Lease. For purposes of this Lease, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act (TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes. Lessee's obligations under this paragraph shall survive the termination of this Lease.

## XIII. ENVIRONMENTAL

As used in this Lease, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced in Section XII above. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Lessee agrees (1) to remove from the leased premises, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Lessee (including its drillers and other contractors), (2) to perform Remedial Work where the need therefor arises in connection with Lessee's (including its drillers' and other contractors') operations or activities on the leased premises, (3) to comply in all respects with all laws governing operations by Lessee (including its drillers and other contractors) and Remedial Work on or associated with the leased premises, (4) provide a written certification to Lessor indicating that Lessee has complied with all applicable reporting and other requirements set forth in any law, (5) take any and all necessary investigation, corrective and Remedial Work in accordance with any and all applicable laws, utilizing an environmental consultant approved by Lessor, and (6) take any such additional investigative, remedial and corrective actions as Lessor shall in its sole discretion deem necessary. Remedial Work shall be performed by one or more contractors selected by Lessee and under the supervision of a consulting engineer selected by Lessee. All costs and expenses of Remedial Work resulting from Lessee's (including its drillers' and other contractors') operations shall be paid by Lessee, including, without limitation, the charges of such contractors and/or the consulting engineer. If Lessee shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Lessor may (but shall not be required to), after first

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giving Lessee five (5) days notice (or shorter time if required by any laws) of its failure and Lessee's continued failure to perform, cause such Remedial Work to be performed and Lessee will reimburse all costs of same on demand. Lessor may, as required by any and all laws, report the unauthorized spill, discharge, leak, seep or any other unauthorized release of any Hazardous Substance to the appropriate regulatory agencies identifying the Lessee as the responsible party. Lessee shall deliver to Lessor copies of all administrative orders, notices, demands, directives or other communications directed to Lessee from any governmental authority in respect of any release, discharge, or spill of any Hazardous Substance on, under, from, or about the Leased Premises, together with copies of all investigation, assessment, and remediation plans and reports prepared by or on behalf of Lessee from any governmental authority in respect of any release, discharge, or spill of any Hazardous Substance on, under, from, or about the Leased Premises, together with copies of all investigation, assessment, and remediation plans and reports prepared by or on behalf of Lessee in response to any such regulatory order or directive. Lessor may separately engage its own environmental consultant or consultants at Lessor's expense to investigate and advise Lessor respecting any release, discharge, or spill of Hazardous Materials on, under, from, or about the Leased Premises, or to independently investigate any regulatory inquiries, directives, or investigations regarding Lessee's use, handling, storage, or disposal of Hazardous Materials. Lessee shall not excavate, disturb or conduct testing of any soils on or about the Leased Premises without obtaining Lessor's prior written consent and any investigations or radiation on or about the Leased Premises shall be conducted only by a consultant approved in writing by Lessor and pursuant to a work letter approved in writing by Lessor. The provisions of this paragraph shall not constitute approval or obligate Lessor to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the leased premises or adjacent property for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Lessee will notify Lessor of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the leased premises or any adjoining property and provide Lessor with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Lessee pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Lessee, its successors and assigns agrees to indemnify, defend and hold Lessor and its partners, directors, officers, employees, partners, lenders, agents, contractors and each of their respective successors and assigns harmless from and against any and all claims, demands, actions, liabilities, costs, expenses, damages, penalties and obligations of any nature arising from or as a result, either directly or indirectly, of (1) the breach of any of the representations, warranties, or covenants contained in this subparagraph or the costs in connection with any Remedial Work performed by Lessor or any third party in response to any law, (2) the presence of Hazardous Materials on, under or about the Leased Premises or other properties as the direct or indirect result of Lessee's occupancy of the Leased Premises, or (3) the use of the Leased Premises by Lessee, Lessee's agents, or Lessee's assigns; (4) non-compliance with laws, or the conduct of obligations hereunder, by Lessee, or its employees, agents, representatives or invitees, or at the direction or permission of Lessee or its employees, agents, representatives or invitees; (5) the diminution of property value and the resulting effects upon Lessor's title to the Property caused by, or alleged to be caused by the actual or alleged presence or release of Hazardous Substance on, at, in, under, from or near the Property which is caused or permitted by Lessee or its employees, agents, representatives or invitees.

#### XIV. INSURANCE

(a) To protect Lessor against liability, loss or expense arising from damage to property or injury to any person arising out of, in connection with or resulting from the exercise of its rights and privileges under this Lease, Lessee agrees during the term of the Lease to carry, at its own expense, with insurance companies reasonably acceptable to Lessor and authorized to do business in the State of Texas, the following minimum insurance coverages. It is expressly understood and agreed that all such insurance required of Lessee by this Paragraph shall be primary to and non-contributory with other insurance issued directly to Lessor.

- (1) Workers' Compensation and Employers Liability Insurance with limits of \$500,000 to cover and include any liability (up to the maximum recoverable under applicable statutes) under or for the workers' compensation laws of the State of Texas, including provisions that claims in rem will be treated as in personam;
- (2) Automobile Liability covering "any auto" or "all owned autos" with a minimum combined single limit of \$1,000,000 for Bodily Injury and Property Damage and including coverage for all owned, nonowned and leased vehicles;
- (3) Commercial General Liability Insurance, including Contractual Liability, Products-Completed Operations Liability and Personal and Advertisement Liability, insuring the indemnity from Lessee to Lessor set forth in this Lease, with minimum Bodily Injury, Sickness or Death limits of one million dollars (\$1,000,000) each person and one million dollars (\$1,000,000) per occurrence and Property Loss or Damage limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate operations, protective, and products (including completed operations);

- (4) Umbrella Liability Insurance with a minimum limit of ten million dollars (\$10,000,000) per occurrences, which covers all underlying coverages required in Paragraphs (a)(1), (2) and (3).
- (5) Pollution and CleanUp Liability Insurance with a minimum limit of ten million dollars (\$10,000,000); and
- (6) Well Control and Extra Expense Insurance with a minimum limit of ten million dollars (\$10,000,000).

(b) All insurance policies shall:

- (1) Provide for thirty (30) days prior written notice to Lessor of the cancellation, expiration or reduction of coverage under, or a material change in, any policy;
- (2) Contain waivers of subrogation (except on Workers' Compensation Insurance) and right of recovery by Lessee's insurance underwriters against Lessor for injuries, death, losses or damages covered by those policies;
- (3) Secure for Lessor the status of additional insured under the policy; and
- (4) Be written by an insurance company rated A-VIII by A. M. Best.

(c) Lessee shall furnish Lessor with Lessee's certificates of insurance evidencing the abovedescribed coverages prior to conducting any Operations under the Lease, which certificate(s) must show the names of all of Lessee's insurance companies, all policy numbers, effective and expiration dates of all insurance policies and all limits of liability. Thereafter, Lessee shall provide its certificates of insurance prior to the expiration of previously certificated insurance coverage. In lieu of providing its certificates of insurance, Lessee may provide copies of applicable insurance policies. The certificate(s) of insurance must be modified to required thirty (30) days notice of cancellation to Lessor. Copies of the Waiver of Subrogation and additional insured endorsements showing Lessor must be attached to the certificate(s).

(d) To the extent that any of the insurance requirements of this Section are not evidenced by Lessee's certificates of insurance, Lessee represents and warrants that the requirements are nonetheless fulfilled by the applicable policies of insurance.

(e) All insurance requirements may be met by a combination of self-insurance, primary and excess policies.

## XV. RELEASE

Lessee's facilities, equipment, vehicles, pipelines, rigs, compressors, storage tanks, and any other property of any kind ("Lessee's Property") are to be placed on Said Land solely at the risk of Lessee, and Lessee hereby waives any claim for loss, damage or destruction of Lessee's Property and any consequential damages therefrom against Lessor, and any and all Indemnified Parties, **UNLESS SUCH LOSS, DAMAGE OR DESTRUCTION IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR, OR ITS OFFICERS, OWNERS, PARTNERS, GUESTS, INVITEES, AND ANY OF THEIR RESPECTIVE HEIRS, SUCCESSORS, AGENTS, AND EMPLOYEES.**

## XVI. PROTECTION OF LEASED PREMISES

Nothing contained in this Lease shall be construed as giving Lessee the right to enter the surface of the Leased Premises for any reason, including, but not limited to, exploring, drilling for, operating any oil or gas wells, placing any pipes or related equipment, digging any ditches or other holes, or ingress or egress, except, however that Lessee shall be permitted to conduct seismic testing on the Leased Premises provided that: (i) such testing is non-intrusive; and (ii) Lessee does not tear down, damage, destroy, move or disturb (except for ordinary wear and tear) any of the then existing improvements, foliage or parking areas of the Leased Premises. Lessee's rights to enter the Leased Premises to conduct seismic testing is subject and subordinate to any and all other current and future rights of Lessor, or any future third parties, to use the Leased Premises. When used in this Article, the term "Lessee" shall include Lessee, its affiliated companies and contractors, and their respective officers, owners, employees, agents, invitees, successors and assigns.

Lessee agrees and obligates itself to conduct its seismic testing upon the Leased Premises as a reasonably prudent operator (geophysicist) and pursuant to all applicable laws, rules, ordinances applicable to such operations. Lessee shall pay Lessor for all damages to the Leased Premises caused in whole or in part by Lessee, its agents, employees or contractors, as well as all buildings, improvements, growing crops, personal property, fences, roads, culverts, equipment, and vehicles, that may be caused by Lessee's operations hereunder, including seismic options.

## XVII. OPERATIONS

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When used in this Article, the term "Lessee" shall include Lessee, its affiliated companies and contractors, and their respective officers, owners, employees, agents, invitees, successors and assigns. Lessee agrees to take full responsibility for the actions of such persons while on Said Lands. Lessor may bar further access to Said Lands as to any individual who commits any intentional or repeated violation of these rules. In addition, any individual violating rules (d), (f), or (g) shall be immediately expelled from the Leased Premises and will be forever banned therefrom.

(a) All access gates shall remain locked with a combination lock at all times, with the combination to each lock provided to Lessor for each gate; all access gates, as well as all interior gates, shall remain closed at all times.

(b) All personnel shall minimize, to the extent reasonably possible, the creation of dust and the introduction of noxious plants or vegetation to the Property.

(c) Lessee shall keep the Leased Premises clean and free of all trash and litter which may emanate from Lessee's operations on the Leased Premises, and if Lessee does not do so within five (5) days notice from Lessor, Lessee agrees to pay Lessor's cost of picking up such litter and trash either on the Leased Premises or adjacent lands. Under no circumstances will Lessee bury or burn any trash, debris or foreign material of any nature on the Leased Premises.

(d) Lessee shall not bury, dump, spill or discharge any Hazardous Materials, gasoline, oil, hydraulic fluid, fuel, paint or other foreign, toxic, or other waste substances on the Property.

(e) Lessee will confine its activities on the Leased Premises to the designated access routes and to the areas upon which its current operations are then being conducted.

(f) No wood, plants, animals (dead or alive), artifact or any other item that was not originally brought onto the Leased Premises by Lessee will be removed from Said Lands.

(g) It is expressly agreed and understood that Lessee shall not be permitted to hunt, fish, hike, swim, camp, picnic or conduct a social gathering on the Leased Premises, and that no dog, gun, firearm, bow, sling shot, animal calling device, fishing equipment or other type of sport or recreation paraphernalia will be permitted on the Leased Premises. Lessee shall not bring any non-employee, friend or family member onto the Leased Premises. No illegal drugs or related paraphernalia or alcoholic beverages shall be brought onto the Leased Premises.

(h) A speed limit of 15 miles per hour shall be strictly observed while using roads on the Leased Premises.

(i) Lessee shall pay for all damage to roads, fences, and improvements caused by its operations hereunder, and the provision herein shall survive for one hundred eighty (180) days after the termination or expiration of this Lease.

#### XVIII. NOTICE

Any notice, communication, payment, or delivery required or permitted hereunder shall be deemed to have been given, sent, paid, or delivered upon the mailing thereof, postage prepaid, addressed to the respective parties at the addresses shown below, until receipt in writing by one party of notice of change of such address by the other party, to wit:

**Lessor:**

TSI Properties, LP  
Attn: Anthony J. Shiolen  
1715 North Peyco Drive  
Arlington, Texas 76001  
Fax: 817-465-9364

**Lessee:**

Dale Property Services, L.L.C.  
2100 Ross Avenue, Ste 1870  
Dallas, Texas 75201

With a copy to:

Gary S. Kessler, Esquire  
Kessler & Collins, P.C.  
2100 Ross Avenue, Suite 750  
Dallas, Texas 75201  
FAX: 214-373-4714

#### XIX. MISCELLANEOUS

(a) All information furnished to Lessor hereunder shall be maintained as confidential and not disclosed to any third parties during the term of this Lease, or until such information otherwise becomes available to the public, whichever is sooner, and prior to the delivery of any such information to Lessor, Lessor shall execute a confidentiality agreement in form and substance reasonably satisfactory to Lessor and Lessee containing such confidentiality requirements.

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(b) *Division Orders.* It is agreed that neither this Lease nor any terms or provisions hereof shall be altered, amended, extended or ratified by any division order or transfer order executed by Lessor, his successors, agents, or assigns. If Lessee shall require the execution of a division order for payment of royalty payable under this Lease, then the only form of division order permitted for Lessee's use shall be such form promulgated by the State of Texas and set forth in Section 91.402(d), of the Texas Natural Resources Code as amended from time to time. Transfer orders, if required, shall be solely for the purpose of confirming the interest transferred by Lessor. In the event of production, all division orders prepared by Lessee and its assigns shall eliminate all references to ratification of Lessee's acts and ratification of gas or oil purchase contracts. If such statements are contained therein, such ratifications are void and of no effect. Any amendment, alteration, extension or ratification of this Lease, or of any term or provision of this Lease, shall be made only by an instrument clearly denominating its purpose and effect, describing the specific terms or provisions affected and the proposed change or modification hereof, and executed by the party against whom any such amendment, alteration, extension or ratification is sought to be enforced, and any purported amendment, alteration, extension or ratification not so drafted shall be of no force or effect.

(c) *Headings.* The heading of sections and paragraphs in this Lease are for convenience only, and shall not be considered a part of this Lease or considered in interpretation or construction of any provision of this Lease.

(d) *Encumbrances.* This Lease is subject to all licenses, permits, easements, rights of way, surface leases and other contracts of Lessor affecting the surface of the Leased Premises.

(e) *Compliance with Laws.* Lessee will conduct all activities related to its operations on the Leased Premises in compliance with applicable laws and regulations of any state or federal agency having jurisdiction.

(f) *Attorneys' Fees & Payments Hereunder.* If either party hereto files a legal action to enforce any express or implied obligation of this Lease and receives a favorable unappealable judgment from a court of competent jurisdiction, then the losing party shall reimburse the prevailing party for all costs of such legal proceedings, including reasonable attorneys' fees.

(g) *No Waiver.* No waiver of any of the provisions of this Lease shall be deemed or constitute a waiver of any other provision of this Lease, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Lessor to enforce any provision of this Lease shall not be deemed nor shall constitute a waiver of the right of Lessor to enforce such provision. The mention of any right or remedy of Lessor herein shall not preclude Lessor from exercising any other right or remedy to which Lessor might otherwise be entitled.

(h) *Implied Covenants.* Nothing in this Lease shall negate or limit the usual implied covenants imposed upon Lessee. It is expressly understood and agreed to by the parties hereto that they are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed to be employees of the other for any purpose. This Lease shall not be construed as authority for either party to act on behalf of the other party in any agency or other capacity or to make commitments of any kind for the account of or on behalf of the other party except to the extent and for the purposes expressly provided for and set forth herein.

(i) *Default.*

(A) In the event Lessee shall fail to make any payments due as provided herein, Lessor shall notify Lessee of such failure in writing. If Lessee fails to make any such payments due within ten (10) days after delivery of any such notice, Lessee shall be in default and Lessor may, at its option, terminate this Lease or may enforce performance in any manner provided by law.

(B) In the event Lessee shall fail to perform in accordance with any of the terms or provisions of this Lease other than those detailed in Paragraph XIX(i)(A), Lessor may notify Lessee of such failure in writing. Lessee shall have a period of thirty (30) days following the delivery of any such notice to correct such failure to perform. If such failure to perform is of such a nature that it will require more than thirty (30) days to cure, then Lessee shall notify Lessor in writing within said thirty (30)-day period as to the length of time reasonably necessary to correct such failure to perform and during such time Lessee shall diligently proceed to correct such failure to perform; provided, however, that in no event shall such failure to perform extend beyond thirty (30) days. If Lessee fails to diligently proceed to correct such failure to perform or if such failure to perform is not corrected within the time specified, then in that event, Lessee shall be in default and Lessor may elect to terminate this Lease by written notice to Lessee, and such termination will be effective upon the giving of said notice.

(C) No waiver by Lessor of any violation or breach of any of the terms contained herein or of any default shall waive Lessor's rights regarding any future violation or breach of such term or violation or breach of any other term or any future default.

(j) Lessor's Access to Information. Upon written request by Lessor to Lessee, Lessee shall furnish Lessor information as to the exact location thereof, and upon completion of the well, whether as a producer or as a dry hole, Lessee shall advise Lessor as to the total depth attained in the drilling thereof.

(i) Lessee, upon fifteen days (15) written notice from Lessor, agrees to furnish Lessor with copies of all electrical and other logs taken by Lessee from wells on acreage pooled with the Leased Premises after taking same, and copies of each well log after completion of each well drilled by Lessee from wells on acreage pooled with the Leased Premises or extracted from any substance produced from the Leased Premises.

(iii) Lessee, upon fifteen days (15) written notice from Lessor agrees to provide to Lessor true

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and correct information as requested by Lessor as to each well drilled from wells on acreage pooled with the Leased Premises, and such technical information as Lessee may acquire with respect to the sands and formations encountered in each such well.

- (iv) Lessee, upon fifteen days (15) written notice from Lessor agrees to furnish Lessor full information as to production and runs, and copies of all run tickets and copies of all reports, applications, or other communications or filings to or from the Railroad Commission of Texas, concerning wells on acreage pooled with the Leased Premises.

All information furnished to Lessor hereunder shall be maintained as confidential and not disclosed to any third parties during the term of this Lease, or until such information otherwise becomes available to the public, whichever is sooner, and prior to the delivery of any such information to Lessor, Lessor shall execute a confidentiality agreement in form and substance reasonably satisfactory to Lessor and Lessee containing such confidentiality requirements.

(k) Mechanic's Liens. All work performed, materials furnished, or obligations incurred by or at the request of Lessee shall be deemed authorized and ordered by Lessee only, and Lessee shall not permit any mechanic's liens to be filed against the Premises in connection therewith. If any work or thing done by Lessor on the Leased Premises shall cause a lien to be filed, then Lessee shall, within ten days after filing, either i) pay the amount of the lien and cause the lien to be released of record, or ii) diligently contest such lien and deliver to Lessor a bond or other security reasonably satisfactory to Lessor. If Lessee fails to timely take either such action, then Lessor may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Lessee to Lessor within ten days after Lessor has invoiced Lessee therefor. Lessee shall defend, indemnify and hold harmless Lessor and its agents and representatives from and against all claims, demands, causes of action, suits, judgments, damages and expenses (including attorneys' fees) in any way arising from or relating to the failure by Lessee to pay for any work performed, materials furnished, or obligations incurred by or at the request of Lessee. This indemnity provision shall survive termination or expiration of this Lease.

**IN WITNESS WHEREOF**, this instrument is executed on various dates to be effective on the date first written above.

**LESSOR:**

**TSI Properties, LP, a Texas limited partnership**

By: TSI Properties GP, LLC, General Partner

By: Anthony J. Shioleho 1/6/10  
Anthony J. Shioleho

**LESSEE: Dale Property Services, L.L.C., a Texas limited liability company**

By: Justin Hollingsworth

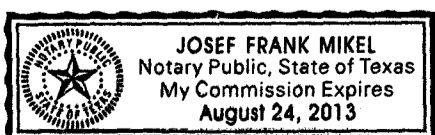
Name: Justin Hollingsworth

Its: Vice President - Leasing

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 11<sup>th</sup> day of January, 2010, by Justin Hollingsworth, Vice-President - Leasing of Dale Property Services, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

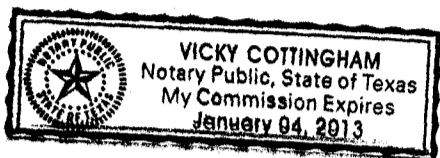


Josef Frank Mikel  
Notary Public, State of Texas

STATE OF TEXAS           §

COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 6 day of Jan, 2010, by Anthony J. Shiolen as President of TSI Properties GP, LLC, General Partner of TSI Properties, LP, a Texas limited partnership, on behalf of said limited partnership.



Vicky Cottingham  
Notary Public in and for the State of Texas

**EXHIBIT "A"**

Attached hereto and made a part of that certain OIL AND GAS LEASE dated 1/6/10, 2009 by and between TSI Properties, LP, a Texas limited partnership (as "Lessor"), the address of which is 1715 North Peyco Drive, Arlington, Texas 76001, and Dale Property Services, LLC, a Texas limited liability company (as "Lessee"), the address of which is 2100 Ross Avenue, Suite 1870, Dallas, Texas 75201.

1.8716 acres of land, more or less, being Lot 11, Block 2, out of the Peyco Industrial Park, an addition to the City of Arlington, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated October 6, 2009, from DYWIDAG SYSTEMS INTERNATIONAL, USA, INC., a New York corporation, as Grantor, to TSI Properties, LP, a Texas limited partnership, as Grantee, recorded in Document Number D209266549 of the Deed Records of Tarrant County, Texas.

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SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES LLC  
2100 ROSS AVE STE 1870 LB-9  
DALLAS, TX 75201

Submitter: DALE RESOURCES LLC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 1/14/2010 9:02 AM

Instrument #: D210008930

LSE

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PGS

\$64.00

By: \_\_\_\_\_

*Suzanne Henderson*

D210008930

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN